



MAYOR AND COUNCIL AGENDA

NO. 9

DEPT.: Community Planning and Development Services DATE PREPARED: 2/18/05
STAFF CONTACT: Arthur D. Chambers, AICP, Director FOR MEETING OF: 3/7/05

SUBJECT: Approval of proposal for architectural services for a three story Cultural Arts Building on future Newmarket Street to D'AlQ Architects of Boston, MA, in the amount of \$335,360 for Design Services and \$13,000 for Estimated Reimbursables, and a total of \$348,360.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:
☒ Within Budget ☒ Fund Capital Projects

RECOMMENDATION: Approve the proposal for architectural services for the Cultural Arts Building to D'AlQ architects, Boston, MA and authorize the City Manager to sign a contract for one of the following:

- a. A three story building – \$348,360 (attachment 1)
- b. A four story building \$428,860 (attachment 2)
- c. A five story building

DISCUSSION: This item was discussed at the January 31 Mayor and Council meeting. A copy of the agenda sheet from that meeting is attached for information (attachment 3). The first proposal is for a three story building at a cost of \$348,360 includes \$13,000 for reimbursable. The second proposal reflects an increase of \$80,500 due to the addition of a fourth floor to the building for a total of \$428,360 includes \$13,000 for reimbursable. The second proposal will result in the ground floor being retail (9,500 sq. ft.) with 1,800 sq. ft. for cultural arts; two floors for cultural arts and one floor for other uses such as a business incubator. As indicated at the January 31 Mayor and Council meeting, there will be a design team comprised of representatives from City Staff, FRIT, RAP and the architects. Concept design drawings would be made available to the Mayor and Council in late April. Schematic design would be forwarded to the Mayor and Council in late May. Use Permit approval would occur during the summer.

Pricing would occur at several different times over the summer. Construction is scheduled to begin in late September 2005. As indicated in the proposal from D'AlQ the design services would include architectural, structural engineering, mechanical, plumbing, electrical and life safety/fire engineering. It would not include the lighting since that is part of the public work program for Town Square.

It should be noted that although there is a proposal attached for a four-story building, the Mayor and Council have not formally decided on the number of stories. Additionally there has been some

discussion about a fifth floor in order to provide two floors for a business incubator. Neither of the proposals from D'AIQ include an estimate for the costs to design a fifth floor. D'AIQ has been asked to estimate the costs to design a fifth floor.

The current CIP contemplates a three-story building, with \$4.2 million for construction and fit-out. There is a concern that those funds would not be sufficient based on recent experience with construction cost. Additional discussion will be needed by the Mayor and Council to identify funds for a fourth and/or a fifth floor.

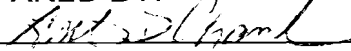
Section 17-88 of the City Code allows the City to utilize a special procurement procedure if the Mayor and Council make a written determination that a unique or unusual circumstance exists that makes competitive procurement process contrary to the City's interest. That must be a written record of the reasons justifying the special procurement.

Therefore, approval of this agenda item will also include a finding by the Mayor and Council that the public/private nature of the Town Square project, the City's contractual obligations to comply with the terms of the amended and restated GDA (approved June 2004) and the October 2003 MOU between the City and County create unique and /or unusual circumstances. There was the competitive process previously described. These factors make the typical competitive procurement process contrary to the City's interest and justifies the special procurement procedure.

Boards and Commissions Review: The Use Permit will be reviewed and approved by the Planning Commission.


Next Steps: Approve the proposal for design services to D'AIQ Architect, Boston MA. Design drawings of the building will be forwarded to the Mayor and Council in April and May.

PREPARED BY:


Arthur D. Chambers, AICP, Director

Date 3/1/2005

APPROVED BY:


Eileen Morris, Contracts Officer

3/2/05
Date 3/1/2005

APPROVED BY:


Scott Ullery, City Manager

3/2/05
Date

LIST OF ATTACHMENTS:

1. Proposal from D'AIQ for three story building.
2. Proposal form D'AIQ for a four story building.
3. Agenda Sheet for the January 31, 2005 Mayor and Council meeting.



5 January 2005

Mr. Brian Spencer
Development Management Group
5017 Durham Road East
Columbia, Maryland 21044

**Re: City of Rockville Cultural Arts Building
Request for Qualifications
Request for Proposal**

Dear Brian,

We are very pleased to have been invited to participate in the Designer Selection Process for the City of Rockville Cultural Arts Building. We understand the importance of this project as a component of the larger Rockville Town Square development. The ground level retail component will provide on-street activity and the Cultural Arts Facilities on the upper levels will complement the adjacent Library as anchors of community activity. We are excited by the opportunity of working with you and the City of Rockville to contribute our expertise to the vision of urban life that this project represents.

Over the past three decades, our firm and its founding partners, have been involved in numerous commercial and institutional projects intimately tied to a vision of urban life and vitality. These include planning projects for new towns such as Abacoa Town Center in Jupiter, Florida, the renovation and expansion of Fenway Park in Boston Massachusetts, and numerous commercial projects mixing retail uses at grade and complementary uses such as office or housing above. Our work in this vein began with the revitalization of Faneuil Hall Marketplace in Boston in 1976 and continues through current projects for ground level retail / restaurant facilities integrated with Fenway Park, a new mixed use building at Abacoa Town Center, and designs for mixed use "Town Center" developments in New Jersey and northern Virginia. Descriptions of many of these projects are included in the marketing literature included as a component of this RFQ/RFP.

In assembling a Design Team for this proposal, we have contacted a group of Consultants with extensive experience in all types of construction. Beyond that, we have found each of these Consultants to be particularly creative as designers who can meet strict time and budget requirements while retaining a creative commitment to innovative design. Each member of our design team has significant experience with urban projects of various scales.



They have indicated to us their belief in, and commitment to, the new vision of urban life that this project represents. A table listing the proposed members of our design team is provided below. Specific information regarding the Consultants, their experience, and their philosophy of design are presented in the accompanying brochure materials.

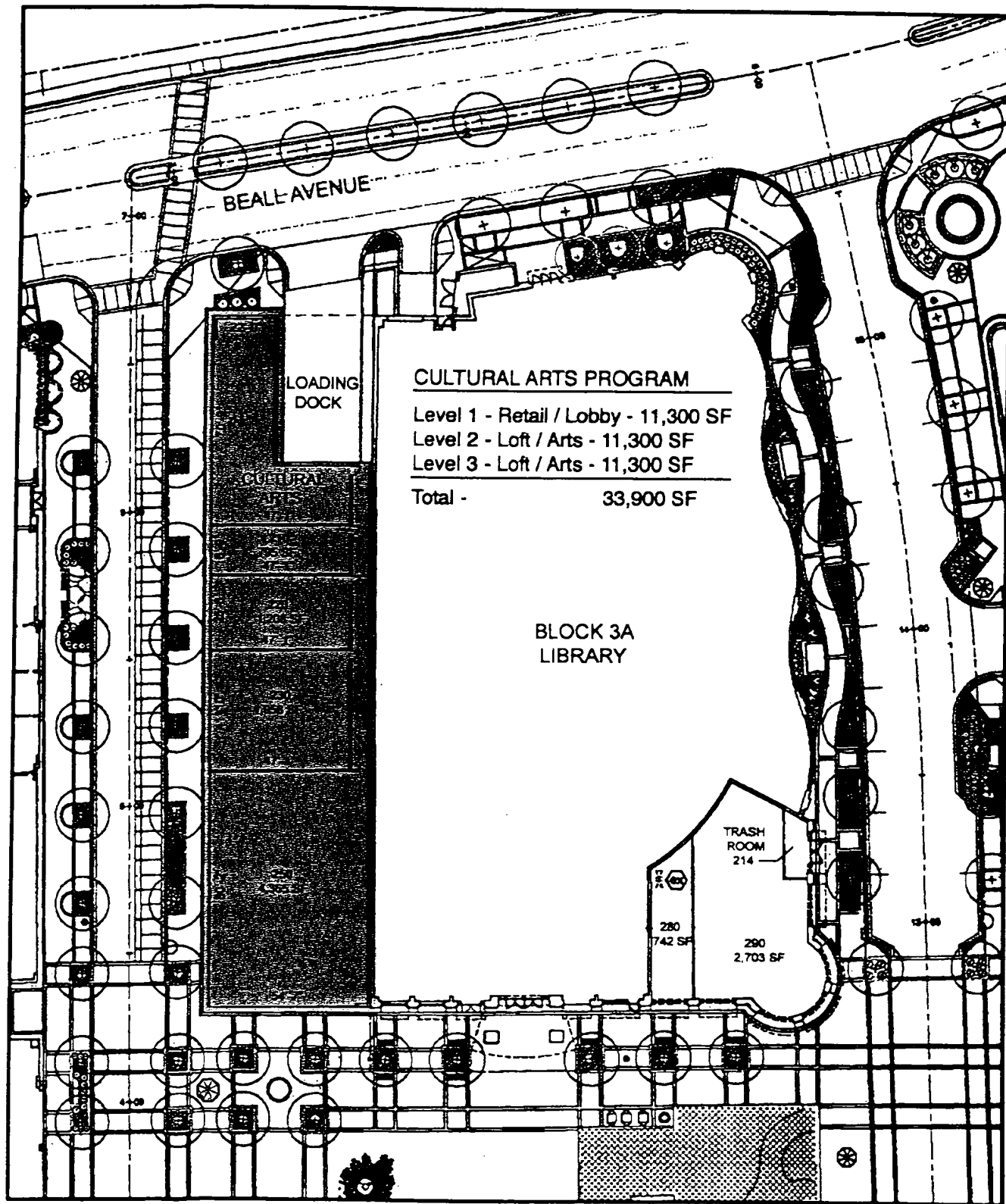
Proposed Design Team

- 1) Architectural Design
D'Agostino Izzo Quirk Architects, Inc.
- 2) Structural Engineering
McNamara / Salvia Inc., Consulting Engineers
- 3) Mechanical / Plumbing Engineering
E&S Construction Engineers, Inc.
- 4) Electrical Engineering
B&R Construction Services, Inc.
- 5) Life Safety / Fire Engineering
KPT Engineering Inc.

Additional Optional Team Members

- 1) Lighting Design
Bliss-Fasman, Inc.

We have asked each team member to provide an estimate of Design Service Fees based on the program for the project provided in the RFP and the site plan provided by DMG. We understand the building to be three levels of approximately 11,300 SF each. The Ground Level Retail will be built as "cold" dark shell space with access to utility connection points provided to Tenants based on industry standards for power, water, sanitary, and communication services. We anticipate split system HVAC design to be installed and controlled by individual Tenants. The Ground Level will include a public lobby for upper level Cultural Arts uses. Levels Two and Three are conceived as open loft or "white box" spaces that provide options for permanent or temporary division at a later date. Public toilets will be provided on a least one of the upper levels and possibly on both. It is our understanding that the current budget for the project is anticipated to be between \$ 3, 500,000 and \$ 3,600,000. A summary of design fee estimates for each Consultant is provided below. A specific explanation of each Consultant fee is included in the cover letter provided with Consultant marketing Materials.



CULTURAL ARTS CENTER
ROCKVILLE, MARYLAND



In response to the specific requests of the RFQ/RFP, we have prepared the following information for your use:

D'AIQ Financial Capability, Ownership

D'AIQ architects is a 20 person firm offering architectural, interior and urban design services. Incorporated in 1987, we have completed numerous projects of a variety of scales for clients in the United States and abroad. A partial list of past and present clients is listed below. A more complete client list is included in the attached marketing materials.

D'AIQ has annual billings averaging approximately \$ 2,500,000 with an additional \$ 1,00,000 in Consultant billings. Typically, we maintain cash accounts equal to 3 months operating expenses. Should you require a complete financial statement from our accountants, we can have a statement prepared including final results for 2004.

The ownership of D'AIQ is held by the surviving founding Partners and 8 Associates, each having at least 10 years experience as members of the firm.

Founding Partners

Charles F. Izzo	President
Thomas D. Quirk	Vice President

Key Personnel

Thomas Martinez
Fred Groff
Jack Palanjian
Wendy Magliozzi
Juan Cruz
Joan Reilly
John Giangregorio
Nina Voci

Client List

The Boston Red Sox
The Mills Corporation
The Rouse Company
General Growth Properties
The Massachusetts Institute of Technology
Harvard University
The Philadelphia Phillies



Past Projects

Aloha Tower Marketplace
BAYSIDE Marketplace
Murr Center, Harvard University
Berens Tennis Center, Harvard University
Arundel Mills
Concord Mills
The Block at Orange
717 Fifth Avenue
Pappalardo Laboratory, MIT
Hotsopolous Laboratory, MIT

Current Projects

Fenway Park Renovations
Pappalardo II, Nano-Technology Laboratory, MIT
Bridgewater Commons Lifestyle Center
SNOWDOME, Meadowlands Xanadu
Abacoa Town Center Mixed-Use

Comparable Projects

Jeano Building Renovation
26,000 SF
Restaurant

Ms. Janet Marie Smith
VP, President of Planning & Development
The Boston Red Sox
Fenway Park
4 Yawkey Way
Boston, Massachusetts
02215
617-226-6653

Bridgewater Commons Lifestyle Center
43,000 SF
Retail / Restaurant

Mr. William Rowe
General Growth Properties, Inc.
10275 Little Patuxent Parkway
Columbia, Maryland
21044

410-992-6040



Pappalardo II-Nano-Technology Laboratory
8,000 SF
Technical Laboratories

Mr. Richard Fenner
Massachusetts Institute of Technology
77 Massachusetts Avenue
Cambridge, Massachusetts
02139
617-253-7202

The budgets for these three projects are comparable to those estimated for the Rockville Cultural Arts Center, ranging from \$ 3,800,000 to \$ 5,000,000. Should you require detailed and specific information regarding project budgets, we would need to contact our clients for permission to release privileged information.

Past Affiliation with Rockville Town Square Team

To the best of our knowledge, our past affiliation with the Rockville Town Square Team is limited to our work with Mr. Brian Spencer, of Development Management Group. This includes numerous projects completed while Mr. Spencer was affiliated with the Rouse Company of Columbia, Maryland. These projects included the design of Jacksonville Landing in Jacksonville, Florida, and BAYSIDE Marketplace in Miami, Florida. Each of these projects was urban retail development of approximately 250,000 SF of GLA.

Special Qualifications

We believe the experience described in our attached marketing brochure establishes our credentials to assist The City of Rockville in bringing this project to fruition. What is hard to convey, is our design philosophy and commitment to architecture in the public realm. Although most of our clients are private corporations and institutions, they are all characterized by a commitment to "public" architecture. That is, a commitment to the betterment of public spaces and the public use of private space. It has been our goal for three decades to work with clients who have a vision of improving urban life through the design of projects integrated into the community that these projects serve. Our design process is a collaborative one. We enjoy working with clients, to achieve their vision, not our own. To achieve this, we welcome working sessions with clients using models and sketches to develop ideas, to challenge preconceived notions, and to arrive at a design solution that best serves the program and the larger community. We most enjoy the types of design opportunities integrated into the urban fabric that are offered by projects like the Rockville Cultural Arts Center.



We believe our commitment to these ideas is evident in the work shown in the accompanying brochures. We believe the client contacts noted above can speak to our commitment to a collaborative design process.

Design Fee Estimates

In compliance with the terms of the RFP, our proposed Design Team members have prepared fee estimates for the project based on the description of the project program included in the RFP. A summary of these estimates is listed below. Proposals prepared by each consultant are included in the accompanying documentation. D'AIQ and its Consultants have included personnel billing rate tables for your reference.

Proposed Design Team

1)	Architectural Design D'Agostino Izzo Quirk Architects, Inc.	\$ 230,000.00 Plus reimb. expenses
2)	Structural Engineering McNamara / Salvia Inc.	\$ 24,000.00 Plus reimb. expenses
3)	mechanical / Plumbing Engineering E&S Construction Engineers, Inc.	\$ 35,000.00 Plus reimb. expenses
4)	Electrical Engineering B&R Construction Services, Inc.	\$ 32,500.00 Plus reimb. expenses
5)	Life Safety / Fire Engineering KPT Engineering Inc.	\$ 13,860.00 Plus reimb. Expenses
TOTAL		\$ 335,360.00 Plus reimb. expenses

Alternate for Additional Team Members

1)	Lighting Design Bliss-Fasman, Inc.	\$ 35,000.00 Plus reimb. Expenses
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Summary

Once again, thank you for considering our firm for this project. We hope that the information presented here gives, at least, an introduction to our firm and our interest in innovative urban design. Please let us know if you need any further information or explication of any of the materials included in this submittal.

We believe this project exemplifies a commitment to urban life and community involvement that has always informed good architecture. We appreciate the vision that has created the Rockville Town Center project. We would enjoy participating and contributing our expertise to the success of the project as a whole. We hope we may have the opportunity of working with you and the entire Rockville Cultural Arts Team to make the vision for the Cultural Arts Building a reality.

Sincerely,

D'Agostino Izzo Quirk Architects, Inc.

A handwritten signature in black ink, appearing to read 'Thomas D. Quirk', written over the printed name.

Thomas D. Quirk

December 17, 2004

III. ACKNOWLEDGEMENT

I/we the undersigned acknowledge the content of this Request for Proposal and agree that unless stated otherwise in our qualification information, agree that if awarded the Rockville Town Square Cultural Arts Building Contract for Rockville Town Square, will accept the terms and conditions of this entire package.

Designer:

D'AIG ARCHITECTS

[Signature]

By: Thomas D. Quirk

Title: V.P.

Date: 5 January 2005

dm



D'AGOSTINO IZZO QUIRK ARCHITECTS, INC.

Rate Schedule

December 2004

Principals

Charles Izzo	\$175.00
Thomas Quirk	\$150.00
Juan Cruz Molina	\$125.00
John Giangregorio	\$125.00
Fred Groff	\$125.00
Thomas Martinez	\$125.00
Jack Palanjian	\$125.00

Senior Associates/Associates - \$110.00

Wendy Magliozzi
Joan Reilly
John Shank

Architects/Designers - \$90.00

Chris Gola
Alan Mushroe
Eric Sealine

Designers - \$75.00

Christopher Dean
Katie Gunsch
Kyomin Lee
Kevin Poole
Mauricio Rodriguez
Mark Slivka



5 January 2005
Revised 17 February 2005

Mr. Brian Spencer
Development Management Group
5017 Durham Road East
Columbia, Maryland 21044

Re: City of Rockville Cultural Art
Request for Qualifications
Request for Proposal

Dear Brian,

We are very pleased to have been invited to participate in the Designer Selection Process for the City of Rockville Cultural Arts Building. We understand the importance of this project as a component of the larger Rockville Town Square development. The ground level retail component will provide on-street activity and the Cultural Arts Facilities on the upper levels will complement the adjacent Library as anchors of community activity. We are excited by the opportunity of working with you and the City of Rockville to contribute our expertise to the vision of urban life that this project represents. At your request, we are reviewing this proposal to reflect a change in project scope to add one additional floor to the proposed Arts Building.

Over the past three decades, our firm and its founding partners, have been involved in numerous commercial and institutional projects intimately tied to a vision of urban life and vitality. These include planning projects for new towns such as Abacoa Town Center in Jupiter, Florida, the renovation and expansion of Fenway Park in Boston Massachusetts, and numerous commercial projects mixing retail uses at grade and complementary uses such as office or housing above. Our work in this vein began with the revitalization of Faneuil Hall Marketplace in Boston in 1976 and continues through current projects for ground level retail / restaurant facilities integrated with Fenway Park, a new mixed use building at Abacoa Town Center, and designs for mixed use "Town Center" developments in New Jersey and northern Virginia. Descriptions of many of these projects are included in the marketing literature included as a component of this RFQ/RFP.

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Abacoa Town Center Mixed-Use

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26,000 SF
Restaurant

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General Growth Properties, Inc.
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Proposed Design Team

1)	Architectural Design D'Agostino Izzo Quirk Architects, Inc.	<u>\$ 285,000.00</u> Plus reimb. expenses
2)	Structural Engineering McNamara / Salvia Inc.	<u>\$ 32,000.00</u> Plus reimb. expenses
3)	mechanical / Plumbing Engineering E&S Construction Engineers, Inc.	<u>\$ 46,500.00</u> Plus reimb. expenses
4)	Electrical Engineering B&R Construction Services, Inc.	<u>\$ 37,500.00</u> Plus reimb. expenses
5)	Life Safety / Fire Engineering KPT Engineering Inc.	<u>\$ 14,860.00</u> Plus reimb. Expenses
	TOTAL	<u>\$ 415,860.00</u> Plus reimb. expenses

Alternate for Additional Team Members

1)	Lighting Design Bliss-Fasman, Inc.	<u>\$ 38,000.00</u> Plus reimb. Expenses
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Summary

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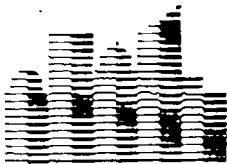
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Sincerely,

D'Agostino Izzo Quirk Architects, Inc.

A handwritten signature in black ink, appearing to read 'Thomas D. Quirk', written over the printed name.

Thomas D. Quirk



McNamara/Salvia, Inc.
Consulting Engineers

160 Federal Street, 5th Floor
Boston, MA 02110 USA
617-737-0040
617-737-0042 Fax

Robert J. McNamara, P.E.
Joseph A. Salvia, P.E.

PROPOSAL
(Revised)

O-0501
8C-TQ

February 15, 2005

Via Fax: 617-623-3688

Mr. Thomas Quirk
D'Agostino Izzo Quirk
1310 Broadway
Somerville, MA 02144

RE: Cultural Arts Building - Rockville, MD
Structural Engineering Proposal

Dear Tommy,

We are pleased to submit our proposal agreement for professional Structural Engineering Services for the Cultural Arts Building, Rockville Town Center, in Rockville, MD.

The following tasks shall be included in our scope of Basic Services:

- Provide structural engineering, structural contract documents and structural construction phase services for a four level, 45,000 SF building to be located in the new town center development. The function of the building is artist studios over street level retail. There may be a rooftop garden.
- Included are 6 meetings in Rockville during the design phases and 10 during the construction phase.

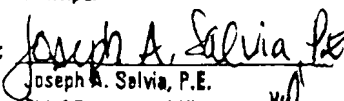
The fee for these Basic Services is the stipulated sum of \$32,000.00.

In addition, reimbursable expenses directly associated with the project shall be invoiced at a rate of 1.10 times cost and shall include such items as travel and lodging (when applicable), long distance telephone charges, telefax, film, postage and delivery services, reproduction and printing charges.

Kindly acknowledge your acceptance of this Agreement by signing copies, retaining one copy for your records and returning the second copy to us. We look forward to working with you on this project and will proceed based upon your written authorization to do so.

Very truly yours,
McNamara/Salvia, Inc.

By: 
Robert D. Fowler, Jr., P.E.
Principal

By: 
Joseph A. Salvia, P.E.
Chief Executive Officer

AGREED:

By: _____

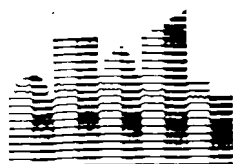
Title: _____

Date: _____

Attachment: Terms & Conditions

ROF/ah

DAIC0302 - PROP - Cultural Arts Building - Rockville, MD - Structural Engineering proposal - Rev. #1



McNamara/Salvia, Inc.
Consulting Engineers

160 Federal Street, 5th Floor
Boston, MA 02110 USA
617-737-0040
617-737-0042 Fax

Robert J. McNamara, P.E.
Joseph A. Salvia, P.E.

TERMS & CONDITIONS

These "Terms and Conditions" Are attached to and Are a Part of Agreements and/or Authorization for Services by McNAMARA/SALVIA, INC. ("McNAMARA/SALVIA")

I. RESPONSIBILITIES OF McNAMARA/SALVIA

A. McNAMARA/SALVIA will perform professional engineering services as specified under Basic Services, and, when authorized, Additional Services.

B. Limitation of Liability: In consideration of the limited ability of the Engineer to affect the risks inherent in the Project, and of the disparity between Engineer's fee and the potential liability exposure for problems or alleged problems with the Project, Client agrees that if Engineer should be found liable for loss or damage due to a failure on the part of Engineer, its liability shall be limited to a refund of Engineer's fee, as liquidated damages and not as a penalty, and this liability is exclusive. This paragraph shall apply in the event of loss or damage, directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this contract, or from the negligence, active or passive, of Engineer, its architects, agents, employees, or independent contractors.

II. RESPONSIBILITIES OF CLIENT

A. Provide all criteria and full information as to requirements for the project.

B. Furnish all soil, subsurface, and environmental tests and reports required by McNAMARA/SALVIA (except where such are included in "Basic Services.")

C. Furnish all field surveys of boundaries, topography, and locations (except where such are included in "Basic Services"). Furnish Title Insurance Policy where filed survey of boundary is included in "Basic Services."

D. Designate a person to act as representative with respect to professional and contractual services of McNAMARA/SALVIA.

E. Give prompt notice to McNAMARA/SALVIA of any development that affects the scope and/or timing of McNAMARA/SALVIA's services.

F. Coordinate McNAMARA/SALVIA's work with that of other consultants.

G. If McNAMARA/SALVIA is not providing services during the construction process, the client hereby agrees:

1. To contact McNAMARA/SALVIA if construction documents are unclear or errors or omissions are discovered.

2. That McNAMARA/SALVIA will not be liable, where client and/or contractor makes his own interpretation of and/or revises the original intent of the construction documents and design drawings.

H. Disclose the source and amount of funding for the project.

III. PERIOD OF SERVICE

The services of McNAMARA/SALVIA and compensation therefor have been agreed to in anticipation of the orderly and continuous progress of the project as specified under "Basic Services."

IV. COMPENSATION

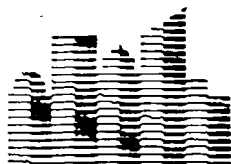
A. All fees for services and reimbursable expenditures will be billed by McNAMARA/SALVIA on a monthly basis and such charges shall be forwarded to your client within 15 days of receipt.

B. Additional Services which exceed the scope of Basic Services will be performed upon receipt of written authorization. A facsimile transmission outlining the negotiated Additional Service scope and fee and containing an authorized signature shall be deemed adequate authorization.

C. All Additional Services performed by McNAMARA/SALVIA as authorized by the Client will be due and payable to McNAMARA/SALVIA irrespective of subsequent authorization to the Client by his client.

D. Invoices are due and payable upon receipt. If payment is not received by McNAMARA/SALVIA within fifteen (15) days, McNAMARA/SALVIA may:

1. After giving seven days written notice, suspend work until payment is received and/or
2. Add a service charge of one and one-half (1 1/2) percent per month. In the event of any non-payment of any amounts billed and due, Client agrees to pay service charge and all costs of collection, including attorney's fees. Any delay caused by a suspension of work under this paragraph shall not be deemed a breach of this Agreement by McNAMARA/SALVIA.



McNamara/Salvia, Inc.
Consulting Engineers

Terms & Conditions
Page 2

E. If the project is postponed, delayed, suspended, or abandoned for any reason other than the provisions of paragraph D above, McNAMARA/SALVIA will be paid for all work already performed, based on the Schedule of Rates and Charges, plus all additional costs incurred by McNAMARA/SALVIA due to said postponement, delay, suspension or abandonment.

V. MISCELLANEOUS

A. If, at any time, the scope of the project is changed from that on which the Agreement for engineering services is based, the scope and compensation will be subject to re-negotiation.

B. It is expressly understood and agreed, notwithstanding any reference to any rule or regulation, that McNAMARA/SALVIA has no responsibility or duty for guaranteeing, warranting, directing, or superintending the contractors' work methods, safety of the job site, processes, failure to carry out the work in accordance with contract requirements, timeliness in performance of the work, or any other aspect of construction for which the contractors have responsibility.

C. This agreement may be terminated by either party on seven days written notice to the other party, in which case, McNAMARA/SALVIA will be paid for all work already performed, based on the Schedule of Rates and Charges, plus all additional costs incurred by McNAMARA/SALVIA due to said termination.

D. Any opinions of probable project costs or construction costs rendered by McNAMARA/SALVIA represent its best judgment and are furnished for general guidance. McNAMARA/SALVIA makes no warranty or guarantee, neither expressed nor implied, as to the accuracy of such opinions as compared to bid or actual costs.

E. The only warranty or guarantee made by McNAMARA/SALVIA in connection with the services performed hereunder, is that McNAMARA/SALVIA will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of the engineering profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by this proposal for consulting services or by furnishing oral or written reports.

F. This agreement is governed by the laws of the Commonwealth of Massachusetts.

G. McNAMARA/SALVIA and Client each binds himself and his partners, successors, executors, administrators, assigns and legal representatives unto the other in respect to all covenants, agreements, and obligations of this Agreement.

H. All documents, including drawings and specifications, as instruments of service, are the property of McNAMARA/SALVIA whether the work for which they are prepared be executed or not, and are not to be used on other work, including repetitive construction, except by specific, written agreement. Such documents may be retained by the Client with other documents pertaining to the project. Documents shall not be altered in any manner without the permission of McNAMARA/SALVIA.

I. In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless McNAMARA/SALVIA, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of McNAMARA/SALVIA.

McSalvibe
Terms&Cond



E & S CONSTRUCTION ENGINEERS, INC.

4326 Mountain Road
Pasadena, Maryland 21122
410/360-2280
FAX 410/360-2290

February 15, 2005

D'AIQ Architects
1310 Broadway
Somerville, MA 02144

Attention: Mr. Thomas Quirk

Project: Cultural Arts Building
Rockville, MD
E & S Project No. 24152

Subject: Revised HVAC & Plumbing Design Fee Proposal

Dear Tom:

As requested, we are pleased to provide our Proposal for the design of the HVAC and Plumbing Systems for the above referenced project as follows:

I. GENERAL PROJECT INFORMATION

A. Project Description

1. Three (3) Story Building of approximately 33,900 SF.

2. Areas

Street Level Retail -	11,300 SF (Includes Cultural Arts Lobby)
Cultural Areas -	<u>33,900 SF</u> (Includes 2 nd , 3 rd and 4 th Floors)

Total - 45,200 SF

B. Documents of Record

Request for Proposal dated December 21, 2004, as received in D'AIQ E-mail Transmission of December 21, 2004.

C. Schedule

1. Award Contract - January 14, 2005
2. Begin Design - January 31, 2005

3. Phase I - February 28, 2005 to June 29, 2005
4. Phase II - August 1, 2005 to July 1, 2006

D. Areas of Work

1. Street Level Retail - Cold Dark Shell.
2. Cultural Building - Warm .Light Space.

II. SCOPE OF WORK

A. General

The Scope of the Mechanical Engineering Services for the project shall be based upon the following:

1. Street Level Retail - Cold Dark Shell

Shell Building includes the building Envelope for 8,500 SF of Retail Area. Systems shall be as follows:

a. HVAC

- 1.) All Heating and Air Conditioning Systems Design by Tenants. This work is excluded.
- 2.) Provide Design of Base Building Systems consisting of toilet exhaust duct main, Smoke Exhaust System and Outside Air Systems to serve the Area.

b. Plumbing

- 1.) Provide sanitary, vent and water service to the Area.
- 2.) All Tenant Fit-out is excluded.

2. Cultural Areas/Public Areas

a. HVAC

Provide Complete Design for all Systems consisting of equipment and duct drops to each Floor. All other Air Distribution System

design is by others, and is excluded.

b. Plumbing

Provide Complete Design for all Systems consisting of plumbing connections to each Floor and complete design of One (1) Public Restroom Facility per Floor.

3. Building Automation

Provide design of Building Automation System. Design to consist of preparation of a Performance Specification for Bid by design/build contractors.

4. Fire Protection

All Fire Protection work is excluded.

B. Work Phases

1. Schematic Design

HVAC and Plumbing Design and Documentation Services consisting of Alternate Materials, Systems, and Equipment and development of conceptual design solutions for:

- a. Energy Sources
- b. Energy Conservation
- c. Heating and Ventilation
- d. Air Conditioning
- e. Plumbing
- f. General Space Requirements

2. Design Development

Mechanical and Documentation services consisting of continued development and expansion of Mechanical Schematic Design Documents and development of outline specifications or material lists to establish:

- a. Appropriate equipment sizes and capacities
- b. Preliminary equipment layouts
- c. Required space for equipment
- d. Required chases and clearances

- e. Acoustical and vibration control
- f. Visual impacts
- g. Energy conservation measures
- h. Estimated construction cost

3. Construction Document Phase:

- a. Confer with the Owner, Architect, and other consultants to determine final Design Criteria, space and budgetary limitations, and time schedule.
- b. Prepare working Drawings and Specifications which establish the extent, quantity, and quality of the work to be done and make final selections of equipment and material required for the portion of the project within the Scope. These documents are to establish a standard for construction of the Mechanical work.
- c. Insure that all design work is based upon the requirements of Building Codes and Agencies having jurisdiction over the work. All Code compliance requirements will be provided by Owner's Code Consultant.
- d. Review off-site and on-site Mechanical utility data furnished by others and integrate this information into Contract Documents to 5'-0" out from Building. On-site utility extensions from Building, Landscape Irrigation Systems, on-site storm water retention and Drainage Systems, etc. will be designed by the Civil Engineer and is not a part of this work.
- e. Assist the Architect in the preparation and submission of all documents for approval of Agencies having jurisdiction over the project.

4. Bid/Negotiation

- a. Assist Owner in preparation of Bid Packages.
- b. Review Bids as to conformance to the Bid Documents.

5. Construction Administration

- a. Review Shop Drawings submitted by the Contractors.

- b. Make periodic job site visits to monitor progress and quality of the construction. Fee includes a maximum of Ten (10) visits.
- c. Respond to legitimate Contractor RFI's.
- d. Review Change Order Requests.
- e. Prepare Final Punch List and make One (1) final walk thru to confirm resolution of Punch List items.

III. ENGINEERING FEE

A. Base Fee

Schematic Design -	\$4,000.00
Design Development -	4,000.00
Construction Documents -	28,000.00
Bid Negotiations -	1,000.00
Construction Administration -	<u>9,500.00</u>
Total -	\$46,500.00

B. Alternate Fees (Not included in Base Fee)

1. For additional services, such as changes to the Scope of Work after completion of Final Drawings and Specifications, or other supplementary services, services will be billed at the following rates plus Cost Reimbursables:

Principal	\$165.00/Hr.
Director of Engineering	\$135.00/Hr.
Sr. Proj. Engineer	\$102.00/Hr.
Project Engineer	\$ 92.00/Hr.
Design Engineer	\$ 82.00/Hr.
CADD Technician	\$ 55.00/Hr.
Clerical	\$ 45.00/Hr.

IV. CLARIFICATIONS

- A. Engineering Services will be billed on a Monthly basis. All billings will be Net 30 Days with no retainage held.

B. The Fee stated in Section III includes the following:

1. The personnel cost associated with a total of Twenty-two (22) trips away from E & S's office as may be required for proper coordination, administration, and punch listing of the project.

All travel costs associated with these trips is excluded from our Fee and will be billed on a Cost Reimbursable basis.

Any trips required over the above stated Twenty-two (22) will be performed at a fixed rate of \$850.00 per Man day plus all travel costs.

C. Cost Reimbursables

Cost Reimbursables will be billed at direct cost

Reimbursable items will be as follows:

1. All travel expenses for travel outside the Baltimore/Washington Area.
2. All long distance telephone costs.
3. All Federal Express, Express Mail, or normal mail delivery.
4. All blueprinting or reproduction costs associated with the project other than those for internal use of E & S.
5. All outside computer charges.

D. Contract Form

AIA Form C141-1979 may be used as the Contract Form between Architect and Engineer and is referenced herein as required for the project.

E. Maryland Registration

E & S Construction Engineers, Inc. is authorized to transact business in the State of Maryland and is licensed to do engineering work.

F. Insurances

Errors and Omissions Limit: \$1,000,000.00 with \$5,000.00 deductible/occurrence
General Liability Limits: \$10,000,000.00

Statutory limits of Workman's Compensation, Automobile, and Fire and Valuable Papers.

- G. Our Fee is based on the Owner engaging a Code Consultant to provide Code Reviews and to interface with the local Code Authorities.

Our Fee is based on the Code Consultant performing all Code Reviews and providing to us a report indicating code interpretations with respect to the performance of the Mechanical Systems. We assume that we will have minimal interface with local Code Authorities. We include in our Fee coordination with and the review of the Code Consultant's work with respect to the design of the Mechanical Systems.

- H. Our Drawings will be fully coordinated between the Mechanical and Electrical Disciplines with all interface issues clearly indicated regarding furnishing and installation responsibilities.

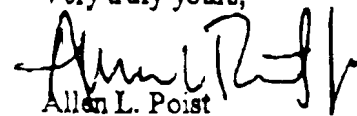
I. Exclusions

The following items or areas of work are excluded from our Base Fee:

1. All Retail Tenant Fit-out work.
2. Design of all Restaurant or Kitchen Areas.
3. All Sprinkler/Fire Protection.
4. All Electrical System Design.
5. Fire Alarm System Design.
6. All Owner requested modifications to our Plans after Plans have been issued for bid purposes. This additional work will be handled as an Additional Fee Service.
7. Responsibility for project cost over-runs that do not pertain to the Mechanical Discipline. All Mechanical changes that result from modifications to the Architectural Plans because of project re-design will be handled as an Additional Fee Service.
8. Design of Temporary Services for Construction use.
9. Design of all decorative fountains.

We hope that this Proposal is acceptable, as we are looking forward to working with you on this project. Please feel free to contact us if you have any questions, comments, or require further information.

Very truly yours,



Allen L. Poist

Principal

ALP/snb

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B&R CONSTRUCTION SERVICES

502 McCormick Drive, Suite M

Glen Burnie, Maryland 21061

410-761-9600

Fax: 410-761-9603

February 15, 2005

D'Agostino Izzo & Quirk Architects
1310 Broadway
Somerville, Massachusetts 02144

Attention: Mr. Thomas Quirk

Project: Rockville Town Center
Cultural Arts Building
Rockville, Maryland
B&R Project No. C1453

Subject: Electrical Engineering Proposal

Reference: 1. Cultural Arts Building A&E Design Package RFP dated December 22, 2004
2. D'AIQ E-mail dated February 14, 2005
3. Rockville "Agreement with Tenant" Fax dated February 15, 2005

Dear Tommy,

As requested, we are pleased to provide a Fee Proposal for the design of the Electrical Systems on the above referenced project as follows:

I. GENERAL INFORMATION

A. Project Description

1.	Cultural Arts Building	
a.	Retail	8,500 Sq. Ft.
b.	Cultural Arts Space/Lobby/ Arts Shop/Landlord Space	<u>36,500 Sq. Ft.</u>
	TOTAL	45,000 Sq. Ft.



B. Schedule

Phase I

2/28/05	Use Permit presentation and hearing process begin
3/29/05	Schematic Design Documents due.
5/31/05	Design Development and PGMP Bid Documents
6/29/05	90% Construction Documents / Permit Set

Phase II

8/01/05	Core and Finish Schematics
8/15/05	VE and Permit Comments Revision
9/01/05	Start Construction Phase I Cold Dark Shell
10/01/05	Phase II 90% Construction Documents / Permit & Bid Set
11/01/05	100% for Construction Sets Phase I and II Issued
07/01/06	Substantial Completion

II. **SCOPE OF WORK**

A. General

1. Provide complete Electrical Engineering Services for Building Retail (cold dark shell) and Cultural Arts Center (warm, dark shell).
2. Attend meetings with the Owner, Architect and other consultants to coordinate Design Criteria. A total of Twenty (20) man day trips are planned during the design process (to either D'AIQ's office, or Rockville), and 10 trips to the site during construction.

B. Schematic Design Phase

1. Electrical Design and Documentation services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual solutions for:
 - a. Power Service and Distribution



- b. Lighting
 - c. Telephones
 - d. Fire Detection and Alarms
 - e. Security Systems
 - f. Electronic Communications
 - g. Special Electrical Systems
 - h. General Space Requirements
- 2. Select preliminary Electrical Systems with respect to Architectural concepts.
 - 3. Provide Engineering input concerning the impact on the Electrical Systems with respect to different Architectural Schematic Design concepts.
 - 4. Prepare Schematic Plans for pricing.

C. Design Development

- 1. Electrical Design and Documentation services consisting of continued development and expansion of Electrical Schematic design Documents and development of outline specifications of material lists to establish:
 - a. Criteria for lighting, electrical and communications systems.
 - b. Approximate sizes and capacities of major components.
 - c. Preliminary equipment layouts.
 - d. Required space for equipment.
 - e. Required chases and clearances.
- 2. Assist the Owner and Architect in cooperation with other consultants to determine the feasibility of the Building's System Design. Code review will be coordinated with Owner's Code Consultant.
- 3. Prepare Design Development Plans for pricing.



D. Construction Documents Phase

1. Confer with the Owner, Architect and other consultants to determine final Design Criteria, relative to space and budgetary limitations, as well as the Project Schedule.
2. Prepare working drawings and specifications which establish the extent, quantity and quality of the work to be done and make final selections of equipment and material required for the portion of the project within the Scope.
3. Insure that the design is based upon the requirements of Building Codes and agencies having jurisdiction over the work.
4. Assist and coordinate with the other consultants in correlating the work other divisions of the project.
5. Assist in the preparation and submission of all documents for approval of agencies having jurisdiction over the project.

E. Construction Administration Phase

1. Review Shop Drawings, manufacturer's prints, submittals and samples furnished by the General Contract and Subcontractors.
2. Interpret working drawings, specifications and prepare explanatory sketches if required.
3. Confer with the Contractor and other consultants to resolve any construction and interference problems.
4. Observe periodically, the quality of workmanship and the progress of construction to determine general compliance with Engineering Design.
5. Protect the Owner/Architect against defects and deficiencies in the work by the Contractor or Subcontractors.
6. Make final observations and prepare a checklist of deficiencies or omissions observed. Observe tests and reports on the performance of the Electrical Systems for compliance with the Contract Documents.



7. After final observations, issue a letter of substantial completion to the Architect certifying that all work is installed and provided in the substantial conformance to the Contract Documents.

III. ENGINEERING FEE

A.	<u>Base Fee</u>	<u>Phase I</u>	<u>Phase II</u>	<u>Total</u>
1.	Schematic Design	\$ 2,750.00	\$ 3,750.00	\$ 6,500.00
2.	Design Development	3,250.00	4,750.00	8,000.00
3.	Construction Documents	3,000.00	5,000.00	8,000.00
4.	Construction Administration	<u>6,000.00</u>	<u>9,000.00</u>	<u>15,000.00</u>
	TOTAL	\$15,000.00	\$22,500.00	\$37,500.00

B. Alternate Fees

1. For additional services, such as changes to the Scope of Work after completion of final drawings and specifications, preparation of As-Built Drawings or other supplementary services, services will be billed at hourly rates below.

a.	Principals	\$145.00/Hr.
b.	Sr. Project Managers	90.00/Hr.
c.	Project Managers/Engineers	80.00/Hr.
d.	Designers/Technical Staff	50.00/Hr.

All travel costs associated with jobsite trips is excluded from our Fee and will be billed on a Cost Reimbursable basis. We include Twenty (20) trips to the job site or Architects office.

2. Revise number of trips to Architect/site from 20 to 10.

Deduct \$7,500.00



C. Reimbursable Costs

1. Reimbursable items will be billed at cost and shall include the following:
 - a. Actual cost of transportation including air fares, car rental fares and taxi fares of personnel in connection with all trips on behalf of the project. Air travel shall be by coach or economy class whenever practical. Mileage for private automobile use shall be billed at \$0.39 per mile.
 - b. Living expenses of personnel in connection with all trips on behalf of the project, including hotel and meal expense.
 - c. Long distance telephone calls, telegrams and cables relating to performance of the services under this Contract shall be billed at cost. Facsimiles shall be billed at \$0.10 per page.
 - d. Postage, express delivery services and shipping charges for bulk packages, such as working drawings and specifications, etc., shall be billed at cost.
 - e. Actual cost of reproduction of drawings, specifications, Mylar reproducible for Contractor, prints and other documents including printing of Tenant Design Handbook.
 - f. Fees paid to government agencies in connection with required permits and approvals of authorities having jurisdiction over the project.
 - g. Overtime of employees when incurred at the written request of and/or for the convenience of client.



IV. CLARIFICATIONS

A. All Engineering Services will be billed monthly on a percentage of completion basis. All billings will be Net 30 Days with no retainage held.

B. The Fee stated in Section III includes the following:

1. The costs associated with Twenty (20) trips to the jobsite, Architect's office, or the Owner's office as may be required for proper coordination and administration of the project are included in our Fee. All travel costs associated with these trips will be billed as Cost Reimbursables.

Any additional trips required beyond the stated number will be performed at a fixed rate of \$750.00 per Man day plus all travel costs.

2. Printing and reproduction

All reproduction costs will be billed on a Cost Reimbursable basis.

C. Contract Form

AIA Form C141-1997 may be used as the Contract Form between Architect and Engineer and is referenced herein as required for the project.

D. Insurances

Errors and Omissions Limit: \$2,000,000.00

General Professional Liability Limits: \$15,000,000.00

Statutory Limits of Workman's Compensation, Automobile and Fire and Valuable Papers.

E. Exclusions

The following items or areas of work are excluded from this Proposal:

1. Plumbing System design, Building Automation System design, Energy Management System design, Fire Protection (Sprinklers) System design, Fire Detection and Alarm System design, Lightning Protection System design and Transient Voltage Surge Protection design.
2. Lighting Design.



3. Code review and analysis (including design of smoke control and fire alarm systems).
4. As-Built drawing preparation.
5. Design of all HVAC Systems.

Tommy, please review and call to discuss. We hope to work with you on this project.

Very truly yours,

A handwritten signature in black ink, appearing to be 'WRB', written over a horizontal line.

William R. Britt
President

WRB/dmb

U-0501
XC-TQ

KPT ENGINEERING CORP.

*Fire Protection Engineers, Building and
Life Safety Code Consultants*

35 Oxford Way
Huntingtown, Maryland 20639
(301) 855-5420
Fax: (301) 855-5124

RECEIVED

FEB 17 2005

**D'AGOSTINO-IZZO-QUIRK
ARCHITECTS**

December 29, 2004
Revised February 14, 2005

Mr. Thomas Quirk, AIA
D'Agostino, Izzo, Quirk Architects
1310 Broadway
Somerville, MA 02144

**Re: City of Rockville Cultural Arts Building
Rockville Town Square
Fire Protection Engineering Services Proposal**

Dear Tommy:

I am pleased to provide you with this proposal to provide fire protection engineering consulting services for the above referenced project. This proposal is based on a time and expense format. The specific scope of proposed services is as follows:

1. Review of concept, schematic, design and bid drawings;
2. Perform a complete code analysis for the buildings including, but not limited to, an egress study, use & occupancy, construction type designation, height and area calculations, and fire protection system requirements;
3. Provide a report outlining findings from the drawing review and code analysis with respect to the fire protection & life safety implications. In addition, the report will provide recommendations with respect to meeting local requirements in the most cost effective manner;
4. Meet with the design team during concept and design meetings to review the above report and the various options with respect to meeting the code requirements (4 meetings total, 1 in Somerville, MA);
5. Meet with representatives of the local Building and Fire Marshal's office (2 meetings);

6. Modify the report based on the outcome and decisions reached in the above meetings and produce related correspondence to the local officials and design team;
7. Produce fire protection system (sprinkler and fire alarm) design drawings to be included for bid purposes.
8. Provide telephone consultation to members of the design team.

ADDITIONAL SERVICES

Work outside the scope specified herein may be conducted on a time and expense basis. When such work is requested, KPT Engineering will provide a separate cost estimate (either written or verbal) for approval prior to proceeding. This additional engineering time will be billed at \$200.00 per hour. Such additional work might include:

1. Attend additional meetings;
2. Provide on site consultation during construction.

CLIENT RESPONSIBILITIES

This proposal is based on the following activities being performed by the client:

1. Provide KPT Engineering with all the necessary drawings, correspondence and similar project related documents;

TIMING

Upon receipt of your written authorization we are prepared to begin work on this project immediately, subject to the terms and conditions stated herein.

TERMS AND CONDITIONS

The above services will be performed on a time and expense basis with an upset limit not to exceed \$14,860.00. Engineering time will be billed at \$200.00 per hour. Technician's time will be billed at \$95.00 per hour. Expenses will be billed at cost plus ten percent. Invoices will be submitted on a monthly basis. If you object to any invoices submitted by us, you shall so advise us in writing, stating reasons, within 10 business days of receipt of such invoice.

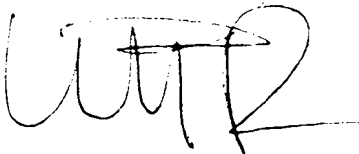
TERMINATION

This agreement may be terminated by us upon 7 days written notice to you in the event of substantial failure by you to perform in accordance with the terms herein through no fault of ours. It may also be terminated by you with or without cause upon 7 days written notice to us. In the event of termination, we will be paid for services rendered to date of termination plus unpaid reimbursable expenses.

You may confirm your acceptance of this proposal by signing and returning one copy for our records.

Sincerely,

Accepted By:



Mark P. Dempsey, P.E.
for KPT Engineering

for D'AIQ Architects

14 February 2005

Thomas Quirk
D'Agostino Izzo Quirk Architects
1310 Broadway
Somerville, MA 02144

PROJECT Cultural Arts Center – Rockville Town Square **LOCATION** Rockville, Maryland

Dear Tommy,

Thank you for asking us to submit a proposal for this project. We have reviewed the information you sent. The following agreement covers lighting consulting services to be provided:

A. AREAS OF PARTICIPATION

- Exterior Facades • Exterior Entry • Lobby • Studios
- Offices • Restrooms • Public Spaces

B. BASIC SERVICES

1. Schematic Phase

- We would attend a schematic design meeting to define specific solutions for each area.
- We would define the power requirements for the electrical engineer.
- We would prepare preliminary sketch layouts to be used for budget studies, concept circuiting studies, and preliminary illumination studies.
- We would prepare an estimate of lighting fixture cost.

2. Design Development Phase

- We shall prepare lighting drawings on backgrounds provided to us. These drawings will include reflected ceiling plans, sections, elevations, and site plans.
- We will prepare manufacturers' fixture cut sheets, preliminary fixture schedule and concept custom-designed light fixtures.
- We will provide a written design-intent description for specific control systems and/or direction for zoning or circuiting.
- We will provide photometrics of typical areas as requested.
- We will prepare a final fixture budget consisting of material costs for all fixture types.

3. Construction Document Phase

- We shall finalize the lighting drawings from design development adding critical dimensioning, annotating each fixture type and adding control information as necessary.
- We shall craft the luminaire specification providing written description for each fixture type as well as the manufacturers' catalog numbers and lamping information. The document is in 8½" x 11" format and is available electronically.
- We shall review contract documents related to our work.

4. Bid Negotiation Phase

- We shall assist the client in evaluating bid packages that relate to our work.

5. Construction Phase

- We shall review all manufacturers' shop drawings for compliance to the design intent of contract documents and specifications. The architect and electrical engineer shall review these documents as well.

C. DELIVERABLES

Our scope for these areas will be develop the lighting design; specify the architectural lighting fixtures and lamps; and develop pertinent and necessary lighting details in conjunction with the electrical engineer. We will also review related electrical engineering drawings and lighting fixture manufacturers' shop drawings.

1. Lighting Plans

We endeavor to complete our work in accordance with project time schedules. Our work is provided in the form electronic files that are incorporated by the architects in their reflected ceiling plans, and by the electrical engineers in their electrical plans. Our drawings will be prepared in AutoCAD 2005 LT. The client must provide us with drawing files formatted accordingly. All xrefs, including title blocks and sheet borders, must be included. A description of the drawing configuration and structure must be provided with clear indications where BLISS•FASMAN INC.'s design additions will be added. BLISS•FASMAN INC. will show fixtures and types on separate layers added to the appropriate drawing files. BLISS•FASMAN INC. will not reformat or reconfigure drawings as part of the basic design service. All reformatting will be changed on a time and material basis.

The client acknowledges that the information and data delivered to them in machine readable copies of the documents may vary from that contained on paper copies of the documents. Variance may be due to use of different software, hardware, or output devices by the client or others from those used by BLISS•FASMAN INC., for original preparation and printing of the documents. Variance may be the result of undocumented changes or modifications made to the machine-readable documents, whether inadvertently or otherwise, and whether made by the client or others. BLISS•FASMAN INC., therefore, reserves the right to retain the machine readable media upon which the documents were originally prepared, and to retain paper or reproducible documentation delivered to the client in machine readable form, that shall govern in the event of any inconsistency or discrepancy between the two. BLISS•FASMAN INC., also reserves the right to remove from machine readable copies provided to the client, all identification reflecting the involvement of BLISS•FASMAN INC., in their preparation.

The client acknowledges that the automated conversion of documents for the system or format employed by the Engineer or others, to that of the client cannot be accomplished without the introduction of inexactitude, abnormalities, and errors. In the event documents provided to the client in machine readable form are so converted, the client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify BLISS•FASMAN INC., and the aforementioned professional associates and consultants from and against all claims, liabilities, losses, and expenses including attorney fees, arising out of or resulting there from.

2. Fixture Detail Sheets

We provide manufacturers' catalog sheets of all stock lighting fixtures specified. Special fixtures or architecturally integrated lighting conditions are presented in drafted details to identify the elements and components, as well as the necessary space dimensions required to implement construction and installation of the lighting. Wherever practical, stock fixtures and/or components are specified throughout the project.

3. Decorative Lighting

Selection and specification of decorative catalogued lighting fixtures are our responsibilities. The design of special fixtures such as chandeliers, pole fixtures, pendants, and wall brackets is the responsibility of the architect or interior designer. In both cases we are involved with the lamp specification and wattage allowances as they relate to the design of the specific fixture and to the overall architectural lighting design. We will also supervise the development of any decorative luminaries, which are not stock items in order to assure good construction methods, ease of maintenance, and the favorable distribution of light.

4. Fixture Specification

We also provide a separate lighting fixture specification that identifies lighting by manufacturers' name and model number for standard stock items, or describes necessary components required for special architecturally integrated fixtures. This document also includes lamp and wattage specification for each fixture type.

5. Control Schedule for Design Intent

Our lighting control schedule includes a breakdown of total loads for each specified control circuit, identification of the specific fixtures on the particular control circuit, and a written breakdown on the operation of the control circuit. Our control schedule allows for competitive bids from manufacturers, and is used by the engineers to prepare their electrical documents.

6. Shop Drawings

If shop drawings are not provided for review and approval by BLISS•FASMAN INC., we will not be responsible for final installed lighting equipment. Substitutions for specified fixture types will be reviewed two consecutive times; subsequent submission will be considered an additional service and will be billed at our hourly rates.

7. Photometrics

We will provide photometrics, where appropriate and possible, for lighting designed by BLISS•FASMAN INC. These photometrics are estimates, based on manufacturer-supplied data and existing commercial photometric software. BLISS•FASMAN INC. provides this data to the client solely as a guideline on light levels expected to be achieved. Many factors will affect final performance, including installation and lamp performance, and many sources may not be calculable including, but not limited to, landscape lighting, custom lighting fixtures and tenant window contributions. If data is required for submittal to government agencies or others, we will provide layouts to fixture manufacturers, so that they can certify the performance of their own equipment. Manufacturers' photometric data is based on independent laboratory tests in ideal situations, and does not always take into account real world situations. BLISS•FASMAN INC. cannot be held liable for their data or results.

8. Focusing

At the conclusion of the project, we will survey all installations, noting any deficiencies or mistakes, and adjust any light fixtures as necessary. If control systems are used, time and personnel need to be provided for all programming necessary for its commissioning. Electricians need to be provided with lifts to access all light fixtures as part of the contractor's expense. The time for focusing will be included in the upset fee.

D. Services not Included in Our Scope

1. Purchasing

We are not responsible for ordering, purchasing, expediting, selling or installing lighting equipment.

2. Exit and Emergency Lighting

We do not specify power and signal, or design exit or emergency lighting systems, which are the responsibilities of the project electrical engineer. Final responsibility for compliance with all codes belongs to the project electrical engineer.

3. Coordination

Coordination of lighting equipment with all building systems (i.e., sprinkler, air conditioning, structural, etc.) is the responsibility of the architect.

4. Models

If models of light are required, this will be on a time and material basis billed at our hourly rate, over and above the fee.

5. Energy Audits

This proposal does not include energy audits that may be required by state or local jurisdictions. If requested by the client, audits will be done on a time and material basis, billed at our hourly rates, over and above the fee. The electrical engineer will submit this document.

E. COMPENSATION

1. Design Fees

Our current hourly rates are: \$160/Principal, \$110/Project Designer, and \$90/Design Staff billed as incurred. Travel fees will be billed at these rates to a maximum of 7.5 hours/day. Our upset fee for the services described will be \$38,000.00 billed at the aforementioned rates.

This fee breaks down as follows:

Schematic Design Phase:	\$7,500.00
Design Development Phase:	\$20,000.00
Construction Document Phase:	\$5,250.00
Construction Administration Phase:	\$5,250.00
Total:	\$38,000.00

This fee includes the labor only for eight trips (one person/one day each) to Boston or Rockville as needed during the design phases and construction. Any additional trips will be charged as an additional service above the upset fee at the rate of \$1,200.00 per day/per person.

This fee allows for development of design layouts, details and specifications through the various project phases and coordination time during construction. Time has been allotted for a reasonable amount of coordination and revision. Extensive revisions or major redesign of areas previously completed are not included in our fee.

The terms of this proposal will remain valid for six months from the issue date. We reserve the right to review this fee proposal in the event of a change in the scope of our services and to increase our hourly rates after 12 months.

2. Reimbursable Expenses

All project-related expenses incurred by us will be reimbursed at cost and will include, but not be limited to: specification and drawing reproduction and distribution, messengers, express mail, facsimile, samples, transportation fares, out-of-town accommodations and sustenance.

3. Invoicing

All invoices are payable in US\$, without deductions, within 30 days.

4. Additional Services

Additional services may be provided if authorized or confirmed in writing by D'Agostino Izzo Quirk Architects and BLISS•FASMAN INC., and these services will be billed at hourly rates.

5. Taxes

Sales, value-added, withholding and other government-imposed taxes on consulting, architectural or design services in Maryland are not included in BLISS•FASMAN INC.'s compensation. No deductions are to be made from the fees due us on account of such taxes. The owner is solely obligated to pay and remit to the appropriate governmental authority any taxes on our services.

6. Insurance

BLISS•FASMAN INC. is covered by both liability and professional error and omissions insurance policies.

If this proposal is acceptable to you, please sign and return one copy. Thank you again for considering us for this project.

Sincerely,



Glen Fasman

Digital signed by Glen
Fasman
DN: cn=Glen Fasman,
ou=BLISS
Date: 2008.02.14
13:08:28 -05'00'

Glen R. Fasman, L.C.
BLISS•FASMAN INC.

SIGNATURE

NAME

DATE



MAYOR AND COUNCIL AGENDA

NO. 4

DEPT.: / Community Planning and Development Services DATE: January 31, 2005
STAFF CONTACT: Arthur D. Chambers, AICP, Director

SUBJECT: Discussion of contract for Architectural Design of Cultural Arts Building.

RECOMMENDATION: Receive information about the selection process; discuss the recommended architectural firm (D'Agostino, Izzo, Quirk Architects, Inc.) and instruct staff to negotiate a final agreement for formal Mayor and Council action on February 22, 2005.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

Fiscal Impact: ☒ Within budget ☐ Over budget:

Fund: ☐ General ☒ Capital Projects 420 600 0A80 0426 ☐ Parking ☐ Water ☐ Sewer
☐ SWM ☐ Debt Service ☐ Other:

DISCUSSION/HISTORY/BACKGROUND: The Cultural Arts Building is part of the Town Square Project. It was initially conceived as an approximately 37,000 sq. ft., three-story building, with retail occupying 10,000 sq. ft. on the first floor. The second and third stories (plus an entrance/lobby on the first floor) were to be dedicated to "cultural arts." Based on subsequent discussions, the size of the area for cultural arts has been expanded to 1,800 sq. ft. on the street level and a possible fourth story.

The retail area will be sold as a condominium unit to Federal Realty Investment Trust (FRIT) as part of the development rights purchase of the entire Town Square project. A separate purchase agreement is being prepared and will come before the Mayor and Council at a future meeting. In accordance with the provisions of the GDA, the pad for this building must be available by August 2006 and the construction is to begin in October 2005. The first step in delivering the space is the selection of the architect.

Originally, it was assumed that WDG Architecture would be used since they were designing the other buildings in the project. However, after reconsideration of several factors (timing, variety, past experience, etc.), it was determined that it might be beneficial to solicit other firms. As a result, FRIT

researched and prequalified other possible architectural firms. Based on that research, three firms were invited to submit proposals. Those firms were WDG Architecture; Rounds Vanduzer Architects; and D'Agostino Izzo Quirk Architects. After reviewing their proposals and experience, it was FRIT's recommendation that D'Agostino Izzo Quirk Architects be selected and begin negotiations on a contract. Attachment 1 is a summary of the three proposals. It should be noted that all three proposals were for a three-story building. The final cost will be increased if a fourth floor is included. Attachment 2 is information about the D'Agostino Izzo Quirk firm and examples of their work.

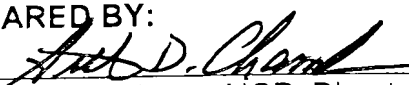
After the architectural firm is selected, a design team with representatives from the architect, FRIT, City and Rockville Arts Place will be created. That team will collaborate on what activities will occur in the interior and the exterior appearance. Once preliminary elevations are prepared a worksession with the Mayor and Council will be scheduled. It is anticipated that the worksession would occur in April 2005. Prior to that worksession, the Mayor's and Council's thoughts, concerns or comments about how the building should look or function, their comments should be forwarded to staff who will transmit them to the architect.

Currently, the Town Square budget shows \$198,000 available for design of the cultural arts building. Since the proposal is for \$370,360, an additional \$172,360 will need to come from contingency. If the fourth floor is added, additional funds will be needed for the architect, which will also need to come from the contingency. The project contingency currently has a balance of \$1,100,000. However, that amount will be reduced as change orders are processed. An updated budget is being prepared and should be available in the next three weeks.

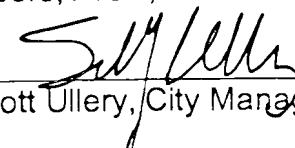
It should be noted that currently \$2,079,500 is being shown for construction of a three-story building. Given the increase in construction costs and the inclusion of a fourth floor, additional moneys will need to be identified to fully fund the construction costs. The newest estimates for the construction of the three-story building is \$3,250,000. The fourth floor is estimated at an additional \$1,100,000.

Next Steps: Staff will be doing an onsite interview with D'Agostino Izzo Quirk Architects in the next two weeks. Assuming a satisfactory interview and contract negotiations, the Mayor and Council will be requested to formally approve D'Agostino Izzo Quirk Architects at the February 22, 2005 Mayor and Council meeting. Then the architects would be scheduled for a Mayor and Council worksession in April to discuss preliminary façade designs. Prior to that work session, the design group would meet at least once.

PREPARED BY:


Arthur D. Chambers, AICP, Director

APPROVE:


Scott Ullery, City Manager

1/26/05
Date

LIST OF ATTACHMENTS:

1. Summary of three proposals.
2. General information about D'Agostino Izzo Quirk Architects and examples of the firm's work.